



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

Or they may continue agents of the company so that service upon an employee is effective to bind the company. *Faltiska v. New York, L. E. & W. R. Co.*, 12 Misc. N. Y. 478, 33 N. Y. Supp. 679, affirmed 151 N. Y. 650, 46 N. E. 1146. That a receivership does not dissolve a corporation is well settled. See *Kincaid v. Dwinelle*, 59 N. Y. 548; *City Water Co. v. State*, 88 Tex. 600, 32 S. W. 1033. Stockholders may hold elections during the receivership. *State ex rel. Atty. Gen. v. Merchant*, 37 Ohio St. 251. The corporation itself must conform to police regulations enacted for public protection. *Ohio & M. R. R. Co. v. Russell*, 115 Ill. 52, 3 N. E. 561. It is liable for torts committed before receivership. *Decker v. Gardner*, 124 N. Y. 334, 26 N. E. 814. The receiver's possession of the property is but temporary. *Robinson v. Atlantic & G. W. Ry. Co.*, 66 Pa. St. 160. The Michigan court seems correct in finding no inconsistency in an agency for the railroad while employees are under the temporary management of the receiver. In the minds of its men and the public at large the road still operates; receivership signifies at most a change in management. Service on such agent meets the test of bringing notice of the suit to the company. See *Coler v. Pittsburgh Bridge Co.*, 84 Hun 285, 286, 32 N. Y. Supp. 439, 440.

SELF-DEFENSE — NECESSITY CREATED BY DEFENDANT — GOING ARMED NEAR ONE WHO HAS THREATENED. — In a trial for homicide, the court refused to instruct the jury that the defendant would not be deprived of his right of self-defense although he knew before entering the house of a mutual friend, where the encounter took place, that he would likely meet the deceased there, and that the deceased would likely attack him. *Held*, that the instruction was properly refused. *Valentine v. State*, 159 S. W. 26 (Ark.).

When a defendant enters the presence of one who has threatened him and being attacked kills the threatener, it is not clear on authority under what circumstances he retains his right of self-defense. Where the defendant went into the vicinity of the deceased on a mere pretext, knowing and intending that his presence alone would cause an attack, the excuse has been denied. *State v. Neely*, 20 Ia. 108; *State v. Hawkins*, 18 Ore. 476, 23 Pac. 475. See Y. B. 21 H. 7, 39, pl. 50. But a man may, if necessary, arm himself and go about his lawful business, in spite of the probability of thus causing an attempt upon his life, and yet be excused for killing in case of necessity. *People v. Batchelder*, 27 Cal. 69; *State v. Evans*, 124 Mo. 397, 28 S. W. 8. The excuse may well depend on the reason for the defendant's presence at the place. For the welfare of the community it is essential that a man should be free to come and go while concerned with earning his livelihood, but it is not so important that he should be protected in the pursuit of pleasure. See note, 8 HARV. L. REV. 355. The principal case is correct on the ground that the defendant may have been engaged in the pursuit of no legitimate interest to which the law affords such protection. A previous Arkansas case has a contrary tendency. *Nash v. State*, 73 Ark. 399, 84 S. W. 497.

SPECIFIC PERFORMANCE — LEGAL CONSEQUENCES OF RIGHT OF SPECIFIC PERFORMANCE — RIGHT OF PERSONAL REPRESENTATIVE OF VENDOR TO PURCHASE MONEY AFTER OPTION TO PURCHASE. — The owner of land leased it for a term of years giving an option to purchase. After his death the option was exercised. *Held*, that the general legatee, and not the heirs, are entitled to the proceeds. *McCutcheon's Estate*, 61 Pitts. Leg. J. 315 (Allegheny Co., 1913). See NOTES, p. 79.

TELEGRAPH AND TELEPHONE COMPANIES — CONTRACTS AND STIPULATIONS LIMITING LIABILITY — UNREPEATED MESSAGES. — A mistake due to the negligence of an agent of the defendant occurred in an unrepeated message sent under a stipulation limiting liability to the amount of the toll charge.

Held, that the plaintiff may recover only the limited amount. *Williams v. Western Union Telegraph Co.*, 203 Fed. 140 (Dist. Ct. E. D. Pa.).

The principal case follows the accepted rule of the federal courts. *Primrose v. Western Union Telegraph Co.*, 154 U. S. 1, 14 Sup. Ct. Rep. 1098; *Western Union Telegraph Co. v. Coggin*, 15 C. C. A. 231, 68 Fed. 137. It is also in accord with the weight of general authority. *Halstead v. Postal Telegraph and Cable Co.*, 193 N. Y. 293, 85 N. E. 1078; *Grinnell v. Western Union Telegraph Co.*, 113 Mass. 299. Nearly all jurisdictions, however, disregard the limitation when the act is wilful or grossly negligent. *Dixon v. Western Union Telegraph Co.*, 3 App. Div. 60, 38 N. Y. Supp. 1056; *Redington v. Pacific Postal Telegraph Cable Co.*, 107 Cal. 317, 40 Pac. 432. But several states hold the stipulation invalid for all purposes on the ground that an exemption from liability for negligence in the conduct of a public business will remove a necessary safeguard against deterioration of the service. *Western Union Telegraph Co. v. Chamblee*, 122 Ala. 428, 25 So. 232; *Telegraph Co. v. Griswold*, 37 Ohio St. 301, 41 Am. Rep. 500. This position seems in harmony with the rule that an exemption from liability for negligence with respect to service within the public obligation is invalid. *Reed v. Western Union Telegraph Co.*, 135 Mo. 661, 37 S. W. 904; *Railroad v. Lockwood*, 17 Wall. (U. S.) 357. The majority of the cases endeavor to avoid a conflict with this rule by calling the repeated message the normal and the unrepeated message the special service. This reasoning involves the proposition that a company can refuse to transmit unrepeated messages. This is not justified by authority. *Vermilye v. Postal Telegraph and Cable Co.*, 205 Mass. 598, 93 N. E. 635. Therefore the result reached by the chain of cases to which the principal case adds an additional link is not only unfortunate from the point of view of the public to be served but incorrect, in the light of the general law of public service companies.

TORTS — LIABILITY OF MAKER OR VENDOR OF A CHATTEL TO THIRD PERSONS INJURED BY ITS USE — EXPLOSION OF GINGER BEER BOTTLE. — The plaintiff was injured by the explosion of a ginger beer bottle purchased from a vendee of the defendant manufacturing company. The defendant did not know of the defect, but by due care would have discovered it. *Held*, that the plaintiff may not recover. *Bates v. Batey & Co.*, 108 Law T. Rep. 1036.

Upon general tort principles a manufacturer should be held liable to others besides the immediate purchaser when with due care he could have discovered the defect. See *Heaven v. Pender*, 11 Q. B. D. 503, 510; 19 HARV. L. REV. 372; 44 AM. L. REG. N. S. 292. But it has been established otherwise. *Longmeid v. Holliday*, 6 Exch. 761; *Bragdon v. Perkins-Campbell Co.*, 87 Fed. 109. An exception is made when the chattel is imminently dangerous to human life. *Thomas v. Winchester*, 6 N. Y. 397. For other chattels the defendant is usually held when he had actual knowledge of the defect but not otherwise. *Woodward v. Miller*, 119 Ga. 618, 46 S. E. 847; *Heindirk v. Louisville Elevator Co.*, 122 Ky. 675, 92 S. W. 608. But an action against the original vendor is allowed in the case of foods. *Bishop v. Weber*, 139 Mass. 411, 1 N. E. 154; *Tomlinson v. Armour & Co.*, 75 N. J. L. 748, 70 Atl. 314. Thus where the plaintiff swallowed glass contained in a soda bottle the defendant was held though ignorant of its presence. *Watson v. Augusta Brewing Co.*, 124 Ga. 121, 52 S. E. 152. But the principal case does not fall within this class of cases, because the injury was not from the consumption of the article as food. On similar facts the same decision was reached in *O'Neil v. James*, 138 Mich. 567, 101 N. W. 828. A recent English case showed a tendency to adopt a more liberal rule, allowing recovery to one other than a contracting party when the defect was unknown. *White v. Stedman*, 29 T. L. R. 563. But the principal case adheres to the old rule of requiring actual notice.